

**Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094**

**PROPOSAL DOCUMENTS
FOR
CONCESSIONAIRE/TOWN CONCESSION STAND
AT THE SECAUCUS SWIM CLUB**

**TOWN OF SECAUCUS
OFFICE OF PURCHASING
1203 PATERSON PLANK ROAD
SECAUCUS, NEW JERSEY 07094**

NOTICE
REQUEST FOR PROPOSALS

“CONCESSIONAIRE/TOWN CONCESSION STAND AT THE SECAUCUS SWIM CLUB”

PLEASE TAKE NOTICE that the Town of Secaucus requests submission of Proposals from qualified concessionaires to operate the Town’s concession stand located at the Secaucus Swim Club. Said Proposals will be received by the Town Clerk of the Town of Secaucus (“Town”), or their designee, **on April 21, 2022, at 10:00 a.m.**, prevailing time, at 1203 Paterson Plank Road, Secaucus, New Jersey 07094, at which time said Proposals will be publicly opened and considered.

All Proposals must be on the Proposal forms obtained from the Town and must be enclosed in a sealed envelope bearing the name and address of the Respondent and the words “Concessionaire/Town Concession Stand at the Secaucus Swim Club”. The envelope must be addressed to Michael Marra, Town Clerk for the Town of Secaucus, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, and may be delivered by hand, overnight courier or mail. The envelope containing the Proposal must be received by the Town Clerk by the date and time set forth above. No late Proposals will be accepted.

Proposal documents may be examined and obtained online at www.Secaucusnj.gov or at the Office of Purchasing, 1203 Paterson Plank Road, 3rd Floor, Secaucus, New Jersey 07094, phone 201-330-2026, during business hours, 9:00 a.m. until 4:00 p.m.

All Proposal addenda or clarifications will be issued on the Town’s website at www.Secaucusnj.gov. All interested Respondents are solely responsible for checking the website through the proposal opening date for any changes to the specifications or opening. The Town of Secaucus is only responsible for forwarding addenda or clarifications to those who obtained the documents from the Secaucus Office of Purchasing and provided contact information, or those who have put the Secaucus Office of Purchasing on notice that they have obtained the documents from the website.

All Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) N.J.S.A. 52:32-44, N.J.A.C. 17:27-1.1 et seq. and N.J.S.A. 34:11-56.25 et seq. and all terms herein.

The Town reserves the right to waive any technical non-conformance or minor irregularities in, as well as the option to reject any or all proposals.

By order of the Town of Secaucus.

Michael Marra
Town Clerk

March 31, 2022

GLOSSARY

The following definitions shall apply to and are used in this Request for Proposals:

“Contract” means the written agreement executed by and between the Contractor and the Town, as amended, changed or modified and shall include all Proposal Documents.

“Contract Administrator” means the Town’s Purchasing Agent or her designee.

“Legal Newspaper” for purposes of these Proposal Documents, means THE JERSEY JOURNAL.

“Qualification Statement” - refers to the complete responses to this RFP submitted by the Respondents.

“Qualified Respondent” - refers to those Respondents who (in the sole judgment of the Town) have satisfied the qualification criteria set forth in this RFP.

“RFP” - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

“Respondent” or “Respondents” - refers to the interested firm(s) and person(s) that submit a Qualification Statement.

“Town” refers to the Town of Secaucus.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose.

The Town of Secaucus is soliciting Proposals from interested persons and/or firms for the provision of Town Concession Services for the Concession Stand at the Secaucus Swim Club. The Town intends to qualify persons and/or firms that possess the requisite professional, financial and administrative capabilities to provide the proposed services.

1.2. Procurement Process and Schedule.

The selection of Qualified Respondents is subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The selection is subject to the “New Jersey Local Unit Pay-to-Play” Law, N.J.S.A. 19:44-20.4 et seq., and also the Town’s Pay-To-Play Ordinance. The Town has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFP.

Proposals will be reviewed and evaluated by the Town independently, as described in this Request for Proposals. The RFP process commences with the issuance of this RFP.

All communications concerning this RFP or the RFP process shall be directed to the Town’s Designated Contact Person, in writing.

Designated Contact Person:

Michael Marra, Town Clerk
Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094

Proposal documents must be submitted to, and be received by, the Town, via mail or hand delivery, by 10:00 a.m. on Thursday April 21, 2022. Proposals will not be accepted by facsimile transmission or e-mail. An original and two copies (2) of each proposal shall be submitted.

Subsequent to issuance of this RFP, the Town (through the issuance of addenda to all known firms that have received a copy of the RFP and through an online posting at www.Secaucusnj.gov) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the Town.

1.3. Conditions Applicable to RFP.

Upon submission of a response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Statement:

- This document is an RFP and does not constitute a Request for Qualifications (“RFQ”).
- The Town reserves the right in its sole judgment to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- The Town reserves the right in its sole judgment to reject any Respondent that submits incomplete responses to this RFP, or a Statement that is not responsive to this RFP.
- The Town reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information. Failure of the Respondent to acknowledge receipt of any addenda shall not relieve the Respondent from any obligation.
- All Statements shall become the property of the Town and will not be returned.
- All Statements will be made available to the public at the appropriate time, as determined by the Town (in the exercise of its sole discretion) in accordance with law.
- The Town may request Respondents to send representatives to the Town for interviews.
- Any and all Statements not received by the Town by the time and date specified for receipt will be rejected.
- Neither the Town, nor their respective staffs, consultants or advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Statement or for participating in this procurement process.
- On the Proposal Form, Respondent must state the prices and rates offered, written or typed in ink, in words and numbers for each item requested. If the amount shown in words and its equivalent in figures in the Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail.

- Minimum proposal sums for the right to operate concessions are detailed in Exhibit A for the Concession Stand at the Secaucus Swim Club.
- No oral interpretation will be made to any potential Respondent. A request for interpretation or clarification should be made in writing by facsimile to Town Clerk Michael Marra, 1203 Paterson Plank Road, Secaucus, NJ 07094, Facsimile Number: 201-617-5952. The request shall be made at least three (3) days prior to the Proposal opening date. Interpretations will be made in the form of an addendum to the RFP, and notice provided as indicated in these documents.

1.4 Rights of the Town.

The Town reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any proposal received complies or fails to comply with the terms of this RFP.
- To waive any minor irregularities in or to reject any or all Proposals in the interest of the Town.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the Town deems necessary or convenient, to clarify the information provided as part of the Statement and to request additional information to support the information included in any Statement.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, the Town may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- The Town shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

1.5 Cost of Proposal Preparation.

Each proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Town, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Statement or other information required by the RFP.

1.6 Proposal Format and Exceptions.

Responses shall be properly completed and submitted in accordance with the RFP (See Proposal Checklist). Responses which, in the judgment of the Town, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

1.7 Award of Contract.

The Contract shall be awarded to the respondent that presents a proposal that will be most advantageous to the Town and its residents, price and relevant factors considered. Respondent shall meet all qualifications set forth and be able to comply with the requirements for the operation of the Concession Stand.

The successful Respondent will be awarded the one (1) season concession Contract with two (2) one (1) season options to renew at the Town's discretion in accordance with the fees set forth in the proposal.

1.8 Failure to Enter Contract.

Should the Respondent to whom the Contract is awarded, fail to enter into a Contract within fifteen (15) days, the Town may then, at its option, accept the Proposal of another Respondent. The following shall occur within fifteen (15) days of the award to secure the contract:

- Within fifteen (15) days of being named concession operator for any given season, a One Thousand and Five Hundred Dollars (\$1,500.00) security deposit against damages to the premises by the concessionaire beyond ordinary wear and tear and for any outstanding bills shall be paid by concessionaire by certified or business check.
- Within fifteen (15) days of being named concession operator for any given season, the contract price will be paid to the Town of Secaucus by certified or business check for the awarded season.

1.9 Termination of Contract.

At a minimum, the Contractor shall open and operate the Concession Stand on the days and for the full time periods set forth in the Specifications. If the Concession Stand is not operational in accordance with such, the Town will consider such a breach of the Contract and

reserves the right to terminate the Contract upon ten (10) day notice in order to adequately service the needs of the Town.

If, for any cause other than not operating at required times, the Contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the Contractor violates any requirements of the Contract, the Town shall thereupon have a right to terminate the Contract by giving written notice to the Contractor of such termination at least thirty (30) days prior to the proposed effective date of termination.

Any termination shall relieve the Town of any obligation to the Contractor. Contractor shall not be entitled to any reimbursement of their proposal amount for any remaining time period under the Contract. Additionally, in case of default by the Contractor, the Town may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The Contractor agrees to indemnify and hold harmless from any liability to subcontractor concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Town under this provision.

SECTION 2

SUBMISSION REQUIREMENTS

2.1 Administrative Information Requirements.

The Respondent shall, as part of its Statement, provide the following information. Respondent shall address each item on additional separate pages, clearly labeled corresponding to the number of the factor addressed, if needed.

- a. Recitation of the concessionaire's related business and/or culinary experience; including but not limited to, evidence of successful operations of food concession business(es) or restaurants, culinary or restaurant management training or other food or culinary experiences over the past five (5) years;
- b. Sample menu and proposed price schedule for the food and beverage products to be sold, including healthy snack options and daily special options;
- c. Intended staffing of the concession stand as to total number of employees and general staffing numbers on weekdays, weekends and holidays. Names and addresses of each employee intended to fill a management role shall be provided at the time of proposal together with a brief description of relevant work experience (if known). All employment shall be in compliance with all federal and state regulations and statutes;
- d. An amount per season that concessionaire agrees to pay the Town for the right to operate the subject concession. Amounts shall be stated for the initial one (1)

season and each of the possible two (2) renewal periods on the provided Proposal Sheet;

- e. Copies of any citations received because of perceived health violations while operating any food product sale or distribution business over the past five (5) years including a description of the manner of resolution;
- f. A statement of corporate ownership and of compliance with state laws governing equal employment opportunity and affirmative action on the forms attached;
- g. A minimum of two (2) letters of recommendation preferably from a governmental entity for whom concessionaire has worked in the past five (5) years selling food and beverage products;
- h. For each public entity that the Respondent has performed work, or provided services for, in the past three (3) years, provide the name, contact number and a description of work performed or services provided;
- i. A list of suppliers from whom concessionaire will purchase their food and beverage products including name of each contact person and address;
- j. Confirmation of appropriate federal, state or local licenses to perform activities;
- k. Completion of the Insurance Requirements and Acknowledgment Form attached, and within fifteen (15) days of being named concession operator for any given season, concessionaire will provide copies of insurance coverage declaration pages evidencing the requisite coverage as set forth in the Specifications;
- l. Describe any portions of the Respondent's services, if any, for which the Respondent anticipates using a subcontractor.

2.2 Affirmative Action Requirements.

The successful Respondent agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The Respondent agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. Prior to the execution of the Contract, the successful Respondent will submit (1) evidence that the Respondent is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4, or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

Mandatory Affirmative Action Language

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) Employee Information Report Form AA302.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

2.3 Americans with Disabilities Act of 1990.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful Respondent agrees to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 ("Act"). The Respondent agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Town, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Town or any of its agents, servants, and employees, the Town shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Town or its representatives.

It is expressly agreed and understood that any approval by the Town of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Town pursuant to this paragraph.

It is further agreed and understood that the Town assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the contract. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

2.4 New Jersey Business Registration Requirements.

The Respondent shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The Respondent shall submit a copy of its business registration certificate with its Proposal. The mandatory language and terms of the Business Registration law are set forth below. For information on the Business Registration Law go to: <http://www.state.nj.us/njbusiness/registration>

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor. The Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the Contract, the Contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable for a penalty of Twenty-five Dollars (\$25.00) for each day of violation, not to exceed Fifty Thousand Dollars (\$50,000.00) for each business registration copy not properly provided under a contract with a contracting agency.

SCHEDULE A

Specifications for the Secaucus Swim Club Concession Stand

SPECIFICATIONS, PART I, COVERING THE EXCLUSIVE RIGHT TO SELL ICE CREAM, BEVERAGES AND FOOD PRODUCTS WITHIN THE SECAUCUS MUNICIPAL SWIM CLUB DURING THE HOURS SPECIFIED.

1. Size of Concession Stand: 18' x 21'
 Size of Eating Pavilion: 75' x 40'

2. EQUIPMENT:
 List of installations at the site are indicated below.
 Ice Maker
 Under Counter Refrigerator
 Dual Deep Fryer---Electric
 Large Grill---Electric
 Two Low Boy Refrigerators
 Four Stainless Steel Tables

Concessionaire will provide cooking utensils, service items and other necessary products. Additional cooking, refrigeration or service equipment may be installed only with the written consent of the Town Administrator. All Respondents are welcome to inspect said installations and equipment by making an appointment with the Swim Club Manager. To set up an appointment, concessionaires should call the Town Administrator at the Municipal Government Center. Concessionaire shall be responsible to maintain the equipment in working order, making any necessary repairs at Concessionaire's expense, and the equipment shall remain at the site following the expiration of this agreement and be in the same condition as at the commencement of the term, subject to normal wear and tear. If any equipment becomes non-operational and is not repairable, the Concessionaire may, with the approval of the Town, replace the equipment with similar equipment. The replacement equipment shall remain the property of the Concessionaire at the conclusion of the term of this agreement.

3. DAYS OF OPERATION FOR SWIM CLUB CONCESSION SERVICES:

For 2022 Season:

Weekends and holidays, from Memorial Day Weekend May 28, 2022 to Father's Day June 19, 2022, and

Daily from late June (exact date to be provided) to Labor Day, September 5, 2022.

If the contract is extended:

Anticipated dates for 2023 Season, subject to revision before renewal of contract:

Weekends and holidays, from Memorial Day Weekend May 27, 2023 to Father's Day June 18, 2023, and

Daily from late June (exact date to be provided) to Labor Day, September 4, 2023.

If the contract is extended:

Anticipated dates for 2024 Season, subject to revision before renewal of contract:

Weekends and holidays, from Memorial Day Weekend May 25, 2024 to Father's Day June 16, 2024, and

Daily from late June (exact date to be provided) to Labor Day, September 2, 2024.

4. HOURS OF OPERATION FOR SWIM CLUB CONCESSION SERVICES:

The Concessionaire agrees to operate the concession stand during the hours set forth in these specifications. The concession must be open every day, regardless of weather, unless the Swim Club is officially closed by the Swim Club Manager or their designee. The concession shall open and be prepared for food service at the scheduled opening time of the Swim Club and shall remain open until one (1) hour prior to the scheduled Swim Club closing time. Days and hours of operation of the Swim Club will be determined exclusively by the Town. The Concessionaire shall have no recourse for days the Swim Club is closed due to weather.

Failure to operate as required, unless for extraordinary circumstances, shall be deemed a failure to perform under the terms of this contract and may result in termination of the contract, at the sole discretion of the Town.

5. The Concessionaire shall obtain all required licenses and pay all fees in connection with the operation of the enterprise. The Concessionaire shall obtain all permits required by law to operate such concession, including but not limited to, permits required for any equipment owned by the Town or the Concessionaire, Board of Health inspections, fire inspections of the premises and any inspections for machinery, sprinklers, smoke detectors, etc.

6. The Town, its agents, employees or other representatives, shall have the right to enter the Concession Stand, or any part or parts thereof, at all reasonable hours, for the purpose of examining and making repairs and/or alterations necessary for the safety and preservation of the Concession Stand. This provision shall not be construed as an obligation of the Town to do any inspections, alterations or repairs.

7. The Town will not sign for any deliveries made to the Concessionaire, and will not assume responsibility for deliveries made to the Concession Stand.

8. The Concessionaire is required to supply all employees necessary for the management, preparation, sale and distribution of food and drink. The Concessionaire shall employ a manager who shall be at said concession at all hours of its operation, including during set up and clean up. The concession manager must be 18 years of age or older. All employees of the

Concessionaire shall be listed with the Swim Club Manager, and are subject to Swim Club rules and policies. Employees, unless Swim Club members, shall not have Swim Club privileges.

9. The payment of the proposed sum, including security deposit as set forth in provision #18 below, to operate the facility as specified in the Request for Proposal shall be paid to the Town Finance Department within fifteen (15) days of receipt of notice that Concessionaire's proposal has been accepted.

If the successful Concessionaire shall fail to pay said sum to operate the facility as specified in the Request for Proposals and these specifications, the Town shall, without further notice to Concessionaire, declare breach of contract, and award the contract to the next higher scorer or solicit for new proposals. The Town shall be under no further obligation with respect to said concessionaire.

10. The Concessionaire agrees to indemnify and save harmless the Town of and from any and all liability for damages for injury to persons and property including death, and against and from all suits and actions and all costs, damages, and charges of whatsoever kind and nature, including attorney's fees, to which the Town may be put for or on account of any injury or alleged injury to persons, including death, or property resulting from the performance of the Concessionaire's operations under this agreement, whether such operations be by the Concessionaire or anyone directly or indirectly employed by the Concessionaire.

11. The successful Concessionaire shall carry General Liability insurance in the minimum amount of \$1,000,000.00 per occurrence, which policy shall insure the Concessionaire and the Town of Secaucus. Such policy shall name the Town of Secaucus as an "additional insured." The insurance shall remain in full force and effect from the time the Concessionaire takes possession of the Concession Stand through the end of the applicable season. The Concessionaire shall also carry appropriate Worker's Compensation coverage. The format of such insurance shall be acceptable to the Town's Joint Insurance Fund.

12. The Concessionaire shall insure its personal equipment, machines, food, etc. against loss or damage, and the Town shall not be liable to the Concessionaire for any loss or damage without an express showing of negligence by the Town.

13. The Concessionaire and/or the Concessionaire's employees may not use the Town's private telephones. The Concessionaire may have a private telephone installed at the Concession Stand at their sole cost and expense. The Concessionaire will pay all deposits and charges in connection with such installation and use thereof. The telephone line and account shall be removed at the conclusion of the season.

14. The Concessionaire shall be responsible for the proper use of all utilities. The Concessionaire is advised to familiarize himself/herself with the equipment used in the concession stand in order to conserve all utility usage in the interest of the environment, conservation and safety. The Concessionaire shall permit the Town to use electrical power from the food concession

building at sources needed for a minimum of ten (10) sessions of approximately five hours each for special event (i.e. Kids nights, Fourth of July event, etc.). The Town shall not be liable for any power failures, shortages or disruption in utility services for any reason.

15. The Mayor and Council may review the Concessionaire's proposed menu and make recommendations to Concessionaire prior to an award in order to effectuate a menu and price schedule in the best interest of the Swim Club.

16. The Concessionaire shall be responsible for maintaining the cleanliness and sanitation of the premises and equipment. The Concessionaire shall maintain and clean all fryers on a regular basis, including but not limited to, routine oil changing and disposal. All grease, oil and substances in all fryers and storage containers shall be completely cleaned and properly disposed of at the end of the season. The Concessionaire shall supply all maintenance materials including, but not limited to, soaps, cleansers, cleaning supplies that will be used for the concession stand. Concessionaire may not use Town maintenance materials under any circumstances for said concession stand.

17. The Concessionaire shall be responsible for the cleanliness of both the concession stand building and the entire pavilion eating area. It is understood that any Swim Club member, guest, employee of the Town, etc. may use the pavilion eating area, even if such persons are not patrons of the concession, and the responsibility to clean and maintain the same rests with the Concessionaire. The food service area shall be maintained in accordance with applicable Board of Health ordinance and codes. The Swim Club Manager shall inspect the snack bar building and eating areas at any time to assure that said areas are clean according to the rules for cleanliness promulgated by him/her in accordance with these specifications. All trash and other debris shall be disposed of as per the instructions of the Swim Club management. The pavilion eating area shall be thoroughly washed down by the Concessionaire at the close of each day the facility is open. The Concessionaire shall empty promptly all trash baskets in the pavilion as same become full, but not less than once per day. All trash is to be removed by the Concessionaire and placed in dumpsters provided by the Town. The Concessionaire will provide the necessary plastic trash liners for trash baskets within the Concession Stand and pavilion eating areas. The Concessionaire shall also patrol the pavilion area as necessary to remove debris from tables and flooring, provided, however, that the Swim Club management shall instruct residents to clear tables of debris following their use of same.

18. The successful Concessionaire shall be required to furnish a security deposit of One Thousand Five Hundred Dollars (\$1,500.00) against damage by the lessee to the premises other than ordinary wear and tear. The full security deposit amount shall be paid within fifteen (15) days of receipt of notice that Concessionaire's proposal has been accepted in accordance with provision #9 above. Said security deposit may also be used against any unpaid obligations, but specifically excluding bills of vendors who supply merchandise for resale by the Concessionaire. The lessee shall at the end of the season thoroughly clean all equipment and leave same in a clean condition. The lessee shall arrange an inspection of the site with the Buildings and Ground Superintendent and/or with the Swim Club Manager to assess site condition. The Concessionaire shall be responsible for paying all damages it may cause during its operation.

In the event that the Town is required to clean said premises, repair damages or equipment or satisfy any other obligation hereunder, the Town will deduct from said security a price for the services that the Town provides. Said security deposit shall be returned, without interest, within thirty (30) days of inspection of the premises by the Town's representative at the end of the Swim Club season, subject to the specification provisions set forth. In the event that clean up or damages exceed said security, the Concessionaire shall be liable therefore to such full amount.

19. The Concessionaire shall recognize that this facility is Town-owned property, therefore, the Concessionaire shall not use the concession facility or permit use of same by his employees or other authorized personnel, for any political purpose whatsoever. This provision shall include, but not be limited to, the use of signs, buttons, balloons, clothing or other materials which shall denote political preference.

20. The successful Concessionaire shall not conduct any other business from such concession, including but not limited to, arcade/video type games.

21. **MINIMUM PROPOSAL SUM:** Proposals will be accepted for a minimum payment of Three Thousand Dollars (\$3,000.00) per season for the right to operate the Concession Stand at the Secaucus Swim Club.

TOWN OF SECAUCUS
PROPOSAL CHECKLIST

Respondent should mark ("X") next to the items noted below, indicating that the document has been submitted.

_____ Proposal Checklist

_____ Attached Documents:

- _____ 1. Proposal Form
- _____ 2. Disclosure of Ownership Form
- _____ 3. Insurance Requirements and Acknowledgment Form
- _____ 4. Equal Employment Opportunity Notice
- _____ 5. Affidavit of Non-Collusion
- _____ 6. Disclosure of Investment Activities in Iran
- _____ 7. Acknowledgment of Secaucus Pay To Play Ordinance
- _____ 8. Service Entity Information Form
- _____ 9. Acknowledgment of Receipt of Addenda
- _____ 10. Acknowledgment of Corrections, Additions and Deletions Form

_____ Documents or narratives responding to Administrative Information Requirements and Professional Information Requirements (See Exhibit A)

_____ Business Registration Certificate issued by the New Jersey Department of Treasury, pursuant to N.J.S.A. 52:32-44(1)(b)

_____ (seal)
Respondent

BY: _____
Authorized Signature

Printed Name

Title

TOWN OF SECAUCUS

**1. PROPOSAL FORM FOR CONCESSIONAIRE/SECAUCUS SWIM CLUB
CONCESSION STAND**
(2 pages)

TO: Town of Secaucus

FROM:

_____ Respondent	_____ Title
_____ _____	_____ Cellular Phone Number
_____ Mailing Address	_____ Alternate Number
_____ E-mail Address	_____ Facsimile Number

The undersigned hereby agrees to provide complete performance in accordance with the Proposal Documents for the payment to the Town as listed in this Proposal Form. The Respondent represents that it has read and understands the Proposal Documents and that it has duly considered all information contained therein in the course of submitting its proposal. Moreover, submission of this proposal serves as the Respondent's representation that if awarded the contract, it will not make any claims for, or have any right to, any concessions or damages because of lack of understanding of the Proposal Documents or lack of information concerning same. The undersigned is submitting a proposal in accordance with the Proposal Documents for the Secaucus Swim Club Concession Stand.

Secaucus Swim Club Concession Stand

Proposal Season #1
(May 2022 through September 2022) \$ _____

And If Contract Extended
Proposal Season #2
(May 2023 through September 2023) \$ _____

And If Contract Extended
Proposal Season #3
(May 2024 through September 2024) \$ _____

Exceptions and Deviations: The undersigned shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.

Witness:

Signature

Printed Name

Title

Date

By: _____
Respondent Signature

Printed Name

Title

Date



OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

YES NO

1. The vendor is a **Non-Profit Entity**; and therefore, no disclosure is necessary.
2. The vendor is a **Sole Proprietor**; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor.
3. The vendor is a **corporation, partnership, or limited liability company**.

If you answered **YES** to Question 3, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.*

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

YES NO

4. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?

If you answered **YES** to Question 4, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* Attach additional sheets if necessary

TOWN OF SECAUCUS

3. INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Town of Secaucus' Office of the Town Clerk upon award of contract by the Mayor and Council. The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the Town applicable to the services being rendered. The Contractor shall provide a certified copy of the policies and/or certificates of insurance prior to commencement of work. The minimum amount of insurance to be carried by the Entity/Contractor shall be as follows, applicable to the services being rendered:

Workers' Compensation insurance in accordance with laws of the State of New Jersey and other states where work is being performed. Employers' Liability limits of Liability shall not be less than the following:

\$1,000,000 Each Accident
\$1,000,000 Disease, Each Employee
\$1,000,000 Disease, Policy Limit

Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of Liability shall not be less than the following:

\$2,000,000 General Aggregate per location/per job
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury Limit
\$1,000,000 Each Occurrence

Comprehensive Automobile Liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.

Additional Requirements as follows:

Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Town of Secaucus shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change, cancellation or non-renewal unless 30 days prior written notice via certified mail/return receipt shall have been given to the Town of Secaucus by the Consultant's Insurer. These must be received upon award.

All insurance purchased and maintained by the Contractor shall designate the Town of Secaucus, their officers, officials, agents, employees and consultants as additional insureds.

The Contractor agrees that it will defend, indemnify and save harmless the

Town of Secaucus, its officers, agents and employees from all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.

Waiver of Subrogation applies with respects to General Liability, Auto Liability and Excess (Umbrella) Liability.

Acknowledgment of Insurance Requirement:

Signature

Date

Printed Name

Title

4. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful professional service entity shall submit to the Town of Secaucus, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Town of Secaucus to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Town of Secaucus

NON-COLLUSION AFFIDAVIT

I certify that I am _____

of the firm of _____

the Respondent making this Proposal for the bid or proposal for the above named project, that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and this affidavit are true, correct, and made with full knowledge that the Town of Secaucus relies upon the truth of the statements contained in said Proposals and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies.

Signature of Representative: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Print Name of Affiant: _____

Notary Public of _____

My commission expires _____



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>
Telephone (609) 292-4886 / Facsimile (609) 984-2575

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipet)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

List Date: January 4, 2021



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR/BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

TOWN OF SECAUCUS

7. ACKNOWLEDGMENT OF SECAUCUS PAY TO PLAY ORDINANCE

Chapter 26 of the Secaucus Code addresses “Pay to Play” reforms in the Town of Secaucus. The undersigned acknowledges that he/she has read and understands the ordinance. Moreover, the undersigned represents that he/she, his/her firm, spouse and child living at home has not (and will not) solicited or made any contributions of money, pledge of contribution, including in-kind contributions in excess of the allowable limits within two (2) calendar years immediately preceding the date of the contract or agreement or the effective date of Chapter 26, whichever is shorter, to: (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Town of Secaucus party committee, or (iii) to any candidate committee, PAC or CPC that regularly engages in, or whose primary purpose is the support of Secaucus municipal elections and/or municipal parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.

Subscribed and sworn to before me
this _____ day of _____, 20____

Notary Public
State of _____
My Commission Expires _____

Signature of Respondent

Print Name of Affiant and Title

TOWN OF SECAUCUS

8. SERVICE ENTITY INFORMATION FORM

If the Service Entity is an INDIVIDUAL, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

If the Service Entity is a PARTNER, give the following information:

Name of Partners _____

Firm Address: _____

Telephone No.: _____ Federal Tax ID No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.: _____

Signature of Authorized Agent: _____

If the Service Entity is INCORPORATED, give the following information:

State whose laws incorporated: _____

Location of Principal Office: _____

Telephone No.: _____ Federal Tax ID No.: _____

Fax No.: _____ E-Mail: _____

Name of Agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

Title: _____ Address: _____

Town of Secaucus

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Pursuant to the N.J.S.A. 40A:11-23(c) & (d), the undersigned bidder hereby acknowledges receipt of the following notices, revisions or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in the bid proposal may be subject for rejection of the bid.

Title of Addendum/Revision	Received Via (email, fax, etc.)	Date Received

☐

No addenda were received

ACKNOWLEDGEMENT OF BIDDER

Name of Bidder:

Bidder's Signature:

Printed Name & Title:

Date:

TOWN OF SECAUCUS

10. ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS
FORM

I, _____

of the firm/company _____

hereby acknowledges that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.

Signature

Print Name of Affiant and Title

Date

(END OF SUBMISSION)

ATTACHMENT A – EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company Name: _____ Date: _____ Title: _____

Print Name: _____ Signature: _____